

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Markwins Beauty Products Inc.</td> <td></td> <td>11/12/2009</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>Markwins Canada Corporation</td> <td></td> <td>11/12/2009</td> <td>CORPORATION: CANADA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Markwins Beauty Products Inc.		11/12/2009	CORPORATION: CALIFORNIA	Markwins Canada Corporation		11/12/2009	CORPORATION: CANADA	
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Allegro Mfg. Inc.</td> </tr> <tr> <td>Street Address:</td> <td>7250 E. Oxford Way</td> </tr> <tr> <td>City:</td> <td>Los Angeles,</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>90040</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name:	Allegro Mfg. Inc.	Street Address:	7250 E. Oxford Way	City:	Los Angeles,	State/Country:	CALIFORNIA	Postal Code:	90040	Entity Type:	CORPORATION: DELAWARE	
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PROPERTY NUMBERS Total: 3													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3125342</td> <td>SOHO</td> </tr> <tr> <td>Registration Number:</td> <td>2857567</td> <td>SOHO</td> </tr> <tr> <td>Serial Number:</td> <td>77210108</td> <td>LONDON SOHO NEW YORK</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3125342	SOHO	Registration Number:	2857567	SOHO	Serial Number:	77210108	LONDON SOHO NEW YORK	
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Registration Number:	3125342	SOHO											
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CORRESPONDENCE DATA													
<p>Fax Number: (203)975-4658 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 203-351-9164 Email: Lisa_Deere@conair.com Correspondent Name: Lisa J. Deere Address Line 1: One Cummings Point Road Address Line 4: Stamford, CONNECTICUT 06902</p>													
ATTORNEY DOCKET NUMBER:	MARKWINS ASSIGNMNETS												
NAME OF SUBMITTER:	Lisa J. Deere												

900148106

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Signature:	/ljd/
Date:	11/19/2009
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TRADEMARK ASSIGNMENT

THIS **TRADEMARK ASSIGNMENT**, dated as of this 12th day of November, 2009 between MARKWINS BEAUTY PRODUCTS INC., a California corporation having a principal place of business at 22067 Ferrero Parkway, City of Industry, CA 91789 USA, MARKWINS CANADA CORPORATION, a Canada corporation having a principal place of business at 267 Matheson Boulevard East, Unit #1, Mississauga, ONTARIO L4Z 1X8 CANADA, and MARKWINS INTERNATIONAL GmbH, a Germany corporation having a principal place of business at Borsigstraße 34, 65205 Wiesbaden Amtsgericht Wiesbaden – HRB 11467 GERMANY, (individually, "Assignor" and collectively, "Assignors") in favor of ALLEGRO MFG. INC., a Delaware corporation having a principal place of business at 7250 E. Oxford Way, Los Angeles, CA 90040 ("Assignee").

WHEREAS, Assignee has entered into an Agreement of Purchase and Sale of Assets dated November 12, 2009 (the "Purchase Agreement") with one of Assignors (MARKWINS BEAUTY PRODUCTS INC.), which provides for the sale, transfer, assignment and delivery of all right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), including all of said Assignor's proprietary interest in the trademarks, trademark registrations and applications for registration, service marks and trade names as set forth in Exhibit A hereto, and any common law trademarks used solely and exclusively in connection with the Products (as defined in the Purchase Agreement) (collectively, "Marks"), as well as the goodwill of the Business (as defined in the Purchase Agreement) related to the Marks, and in and to any all continuations, reissues, renewals, divisions and extensions of the same and in and to any and all claims and demands against any third party, either at law or in equity, for past, present, and/or future infringement or other damage and/or injury to or misappropriation of said Marks, including the right to sue and collect damages for the same for Assignee's own use and benefit and that of its successors and assigns; and

WHEREAS, Assignee is desirous of acquiring the Marks as well as the goodwill of the Business related to the Marks and in and to any and all continuations, reissues, renewals, divisions, and extensions of the same and in and to any and all claims and demands against any third party, either at law or in equity, for past, present, and/or future Infringement or other damage and/or injury to or misappropriation of said Marks, including the right to sue and collect damages for the same for Assignee's own use and benefit and that of its successors and assigns.

NOW THEREFORE, In consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby sell, assign, transfer, and set over to Assignee and its successors and assigns, all of Assignors' worldwide right, title, and interest, in and to the Marks, together with the goodwill of the Business symbolized by said Marks, and in and to any all continuations, reissues, renewals, divisions and extensions of the same and in and to any and all claims and demands against any third party, either at law or in equity, for past, present, and/or future infringement or other damage and/or injury to or misappropriation of said Marks, including the right to sue and collect damages for the same for Assignee's own use and benefit and that of its successors and assigns.

Assignors agree to execute such additional documents as Assignee reasonably deems necessary to enable Assignee to record this Trademark Assignment in Assignee's name in any country throughout the world.

This Trademark Assignment is intended to and shall take effect as a sealed instrument at such time as Assignor shall sign below.

The undersigned have executed this Trademark Assignment as of the date first written above.

ASSIGNEE

ALLEGRO MFG. INC.


By: _____

Name: _____

Title: _____

ASSIGNORS

MARKWINS BEAUTY PRODUCTS INC.

By: 

Name: Lina Chen

Title: CFO

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ASSIGNEE

ALLEGRO MFG. INC.

By: Richard D. Margulies

Name: RICHARD D. MARGULIES

Title: Vice President

ASSIGNORS

MARKWINS BEAUTY PRODUCTS INC.

By: _____

Name: _____

Title: _____

(Rest of page left intentionally blank; signature block continued on following page)

MARKWINS CANADA CORPORATION

By: _____

Name: _____

Title: _____

MARKWINS INTERNATIONAL GmbH

By: _____

Name: _____

Title: _____

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TRADEMARK

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EXHIBIT A**Trademark Registrations**

Country	Mark	Registration No.	Registration Date	Owner Entity
Canada	ALLEGRO	569,743	10/28/2002	Markwins Canada Corporation (Recordation of assignment from ALLEGRO TOILETRIES INC. pending at Canadian Trade-marks Office)
Canada	SOHO	663484	05/01/2006	Markwins Canada Corporation
Canada	SOHO	698437	10/12/2007	Markwins Canada Corporation
Chile	SOHO	772,773	11/22/2006	Markwins Canada Corporation
CTM	LONDON SOHO NEW YORK	6164164	06/13/2008	MARKWINS INTERNATIONAL GmbH
Dominican Republic	LONDON SOHO NEW YORK	162861	9/14/2007	Markwins Canada Corporation
Japan	LONDON SOHO NEW YORK	5159209	8/15/2008	Markwins Canada Corporation
Korea	LONDON SOHO NEW YORK	4007903270000	5/28/2009	Markwins Canada Corporation
Peru	SOHO	120134	10/2/2006	Markwins Canada Corporation
USA	SOHO	3,125,342	8/8/2006	Markwins Canada Corporation
USA	SOHO	2,857,567	6/29/2004	Markwins Canada Corporation (namely, SOHO Cosmetics Inc, the former name of Markwins Canada and currently being listed as owner at USPTO)

Trademark Applications

Country	Mark	Serial No.	Filing Date	Owner Entity
Australia	LONDON SOHO NEW YORK	1280265	1/8/2009	Markwins Canada Corporation
Brazil	SOHO	828735190	9/19/2006	Markwins Canada Corporation
Russia	LONDON SOHO NEW YORK	20/07723336	07/30/2007	Markwins Canada Corporation
USA	LONDON SOHO NEW YORK	77/210,108	06/19/2007	Markwins Canada Corporation